

IN THE UNITED STATES DISTRICT COURT
FOR WESTERN WASHINGTON at SEATTLE

LULULIMA JACKIE SHULL, a single person
& Seaman,

Plaintiff,

v.

CROWLEY MARINE SERVICES, INC. a
foreign corporation, and the tug vessel MV
TAN'ERLIQ,

Defendants.

NO.

IN ADMIRALTY

**SEAMAN'S COMPLAINT
FOR DAMAGES**

1. INTRODUCTION

COMES NOW Plaintiff Lululima Jackie Shull (Seaman Shull) through her attorneys Campiche Arnold PLLC and alleges the following Seaman Damages claims against her marine employer, Crowley Marine Services, Inc. (Crowley or Defendant Crowley) and the tug vessel M/V Tan'erliq.

2. PARTIES

2.1 Plaintiff Seaman Shull at all times referenced herein, resides in Longview, Cowlitz County, Washington.

2.2 Defendant Crowley is a foreign corporation located in Florida registered to do business in the State of Washington.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

3. JURISDICTION

3.1 Plaintiff Seaman Shull is a citizen of the State of Washington.

3.2 The Defendant Crowley is domiciled in and its principal place of business is Jacksonville, Florida.

3.3 Jurisdiction is vested in this Court by 28 U.S.C. § 1331 (federal question) pursuant to The United States Constitution Art. III, Sec. 2 (admiralty and maritime jurisdiction), and the Jones Act General Liability Provision, 46 U.S.C § 30104.

4. VENUE

4.1 Plaintiff Seaman Shull was injured (severely fractured leg) boarding the vessel (M/V Tan'erliq assigned to her by her employer Defendant Crowley docked in Anacortes Washington on December 23, 2020.

4.2 Plaintiff Seaman Shull has been treated by physicians and other health care workers in Anacortes and Seattle Washington for her fractured leg and other injuries.

4.3 By virtue of 28 U.S.C. § 1391(2) and LCR 3(e) venue lies in the United States District Court at Seattle.

5. JONES ACT AND ADMIRALTY

5.1 This is a seaman's claim for personal injuries sustained by a seaman in the service of and in course and scope of her employment with Defendant Crowley and Crowley's Tug M/V Tan'erliq *in persona* and the vessel *in rem*. Plaintiff Shull alleges seaman's damage claims under both the Jones Act and General Maritime Law Doctrine of Unseaworthiness.

6.1 Plaintiff Seaman Lululima Jackie Shull (herein Seaman Shull) re-alleges all prior paragraphs as if fully set forth.

6.3 On December 23rd, 2020 Seaman Shull, working as an abled bodied seaman, was boarding Crowley Marine Services Tug, M/V Tan'erliq which was departing from the dock at Anacortes, Washington intending to make up and tow an oil barge.

6.4 Defendant Crowley did not provide the vessel's crew including Seaman Shull with a safe means of boarding the vessel from the dock.

6.5 Defendant Crowley did not provide a gangway, ramp, ladder, brow, or other device to provide safe access from the dock to the vessel.

6.6 Seaman Shull assisted the vessel's departure by casting off the stern port side mooring line.

6.7 The vessel was in gear requiring Seaman Shull to promptly board the aft port side of the moving vessel.

6.8 The below photograph taken at flood tide shows the Tan'erliq's bulwark rail, truck tires, and the Anacortes Curtis Wharf dock or pier which Seaman Shull was required to cross over from the dock to the vessel:



6.8 In order to board the M/V Tan'erliq Seaman Shull was required to step from the pier's little bridge, grab a tire on the tug then step on to the vessel's lip or gunwale located on the outside of the tug's hull below the bulwark railing. It was then necessary for Seaman Shull to move on the lip around the tires. Without the obstruction of the tires, she then swung a leg across the bulwark top rail, straddling the rail, brought her other leg over the bulwark top rail placing her in a sitting position on the rail facing towards the tug. She then looked down to the deck and slid off the rail landing with both feet but with more weight on the right foot.

6.9 The distance from the toe rail or bulwark top rail to the vessel's steel deck was approximately three (3) feet.

6.10 When Seaman Shull slid to the deck landing flat footed sustaining a displaced right tibial plateau fracture.

1 6.11 It is the custom and practice maintained by the employer for seaman to board this
2 vessel by going over the bulwark top rail.

3 6.12 It is the custom and practice maintained by the employer to close the bulwark gate
4 before departing the dock regardless of whether all the vessel's crew have boarded the vessel.

5 6.13 These customs and practices maintained by the employer create an unnecessary risk
6 for fall or impact injuries when seaman attempt to board this vessel.

7 6.14 At the time of her injury Seaman Shull was in the service of the vessel performing
8 the necessary task of "casting off" the vessel mooring lines so the vessel could proceed to the oil
9 barge and make up tow.

10 6.15 Defendant Crowley had an absolute non-delegable duty to provide its crew
11 including Seaman Shull with:

- 12 A) a reasonable safe work area;
- 13 B) a reasonably safe means of access and egress to the vessel and its workspaces;
- 14 C) a reasonably safe gangway, brow, or ramp; and,
- 15 D) a reasonably safe deck free of oil and/or ice.

16
17 6.16 Defendant Crowley negligently failed its non-delegable duty to provide the crew of
18 its tug M/V Tan'erliq including Seaman Shull with:

- 19 A) a reasonably safe work area;
 - 20 B) a reasonably safe means of access and egress to the vessel;
 - 21 C) a reasonably safe gangway, brow, or ramp; and,
 - 22 D) a safe deck to work on free of ice and or oil.
- 23
24
25

1 6.17 46 C.F.R. § 15-75, “Protection of the Crew, provides that: “*Satisfactory means (in*
2 *the form of . . . gangway) shall be provided for the protection of the crew in getting to and from*
3 *their quarters . . . and all other parts used in the necessary work of the vessel*”.

4 6.18 The Defendant Crowley complies with the regulation set forth in 46 C.F.R. § 15-75
5 stated above.

6 6.19 Defendant Crowley’s negligent failure to provide the crew of the M/V Tan’erliq
7 with a reasonably safe means of accessing or boarding the vessel and its’ workspaces violated 46
8 C.F.R. § 15-75, a US Coast Guard regulation intended to protect the vessel’s crew from the type
9 of fall and injury sustained by Seaman Shull, which constitutes negligence *per se*.

10 6.20 Before Seaman Shull’s injuries the maritime industry has known that that falls,
11 slips, and trips on vessels were a significant cause of injuries.

12 6.21 Slip, trips, and falls upon boarding vessels are known to be one of the main causes
13 of seamen’s injuries.

14 6.22 Attempting to board tugs by stepping from the dock to the vessel and crossing the
15 bulwark rail is known to be a high risk for injuries.

16 6.23 The absence of a reasonable safe means of accessing or boarding the vessel and/or
17 the slippery deck rendered the M/V Tan’erliq unseaworthy.

18 6.24 The absence of a reasonable safe gangway, ramp, or brow rendered the M/V
19 Tan’erliq unseaworthy.

20 6.25 Prior to Seaman Shull’s December 2020 incident, Defendant Crowley routinely
21 moored its tugs at the Anacortes “Curtis Wharf” dock.

22 6.26 Prior to Seaman’s Shull’s December 2020 incident, Defendant Crowley knew a
23 reasonable safe gangway, brow, ramp, or boarding device, was not provided at the Anacortes
24

1 “Curtis Wharf” dock to provide safe access for Crowley’s crew assigned to Crowley’s tugs that
2 regularly moored there.

3 6.27 As the direct and proximate cause of the negligence of the Defendant Crowley
4 and/or the unseaworthiness of the Tug M/V Tan’erliq, Seaman Shull suffered harms, losses, and
5 damages.

6 6.28 The negligence of Defendant Crowley including, but is not limited to, failure to
7 provide it crew with reasonably safe appurtenances to board the Tug M/V Tan’erliq, and other
8 unsafe conditions.

9 6.29 The above-mentioned unseaworthiness of Crowley’s tug M/V Tan’erliq was a
10 proximate cause of Seaman Shull’s harms, losses, and damages.

11 6.30 Seaman Shull’s harms, injuries, losses, and damages include, but are not limited to:
12 displaced fracture of Seaman Shull’s right tibial plateau, injuries to plaintiff’s hip, leg, muscles,
13 tendons and ligaments and nerves that either caused new injuries or lit up pre-existing body
14 conditions causing Seaman Shull pain and disability, scarring, prolonged hospitalization and open
15 reduction internal fixation (ORIF) surgery that included placement of metal plates, screws and
16 support of her fractured tibia, past, present, and future lost wages, loss of earning capacity,
17 temporary and/or permanent partial, and/or total disability, loss of past, present, and future
18 enjoyment of life, pain and suffering, emotional and psychological distress, and other harms,
19 losses, and damages to be proven at trial.
20

21 6.31 Seaman Shull has not reached medical cure and therefore requires continued
22 maintenance and cure.

23 6.32 Plaintiff Shull continues to require maintenance and cure as she has not yet reached
24 maximum medical cure.

7. FIRST CAUSE OF ACTION: MAINTENANCE AND CURE

7.1 Re-allegation. Seaman Shull re-alleges and incorporates by reference all the preceding allegations and paragraphs as if fully set forth.

7.2 Plaintiff Shull, a seaman, was injured in the services of Crowley's tug M/V Tan'erliq and is therefore entitled to and has been receiving ongoing maintenance and cure from Defendant Crowley.

7.3 Seaman Shull has not reached maximum medical cure and will continue to require additional treatment and therapy including possible additional surgeries.

7.4 As of the time of filing this lawsuit Crowley Towing Company has met its obligations to provide for Seaman Shull's maintenance and cure.

7.5 Seaman Shull has not yet reached maximum medical cure, thus Defendant Crowley's obligations to provide maintenance and cure are continuing.

8. SECOND CAUSE OF ACTION: JONES ACT NEGLIGENCE

8.1 Re-allegation. Seaman Shull re-alleges and incorporates by reference all the preceding allegations and paragraphs as if fully set forth.

8.2 Defendant Crowley owed Plaintiff Shull, a seaman employed by Crowley, a non-delegable duty to use reasonable care to assure Plaintiff Shull's safety and to provide a safe place for her to work including a safe vessel deck and reasonably safe means of accessing the vessel including a safe gangway, brow, or ramp.

8.3 Defendant Crowley breached its above-mentioned non-delegable duty to use reasonable care to provide its crew including Seaman Shull a safe workplace.

8.4 Crowley's breach of its non-delegable duty to provide a safe workplace including safe deck and reasonably safe access to the vessel including a safe gangway, brow, or ramp,

1 constituted negligence and was a proximate cause of Seaman Shull's above-described harms,
2 losses, and damages.

3 8.5 As a direct and proximate result of Defendant Crowley's negligence, Seaman Shull
4 suffered harms, losses, and damages.

5 8.6 Seaman Shull's harms, injuries, losses, and damages include, but are not limited to
6 displaced fracture of Seaman Shull's right tibial plateau, injuries to Plaintiff's hip, leg, muscles,
7 tendons and ligaments and nerves that either caused new injuries or lit up pre-existing body
8 conditions causing Seaman Shull pain and disability, scarring, prolonged hospitalization and open
9 reduction internal fixation (ORIF) surgery that included placement of metal plates, screws and
10 support of her fractured tibia, past, present, and future lost wages, loss of earning capacity,
11 temporary and/or permanent partial, and/or total disability, loss of past, present, and future
12 enjoyment of life, pain and suffering, emotional and psychological distress, and other harms,
13 losses, and damages to be proven at trial.
14

15 8.7 Seaman Shull has and will incur additional future reasonable and necessary medical
16 expenses including surgeries, loss earnings and permanent disability.

17 **9. THIRD CAUSE OF ACTION: UNSEAWORTHINESS OF THE VESSELS**

18 9.1 Re-allegation. Seaman Shull re-alleges and incorporates by reference all the
19 preceding allegations and paragraphs as if fully set forth.

20 9.2 Defendant Crowley's failure to provide reasonable safe means of access and egress
21 to and the unsafe deck rendered the Defendant's tug, the M/V Tan'erliq unseaworthy.

22 9.3 As a direct and proximate result of the above-described unseaworthiness of
23 Crowley's tug/vessel M/V Tan'erliq, Seaman Shull suffered harms, losses, and damages.
24

9.4 Seaman Shull's harms, injuries, losses, and damages include, but are not limited to: displaced fracture of Seaman Shull's right tibial plateau, injuries to plaintiff's hip, leg, muscles, tendons and ligaments and nerves that either caused new injuries or lit up pre-existing body conditions causing Seaman Shull pain and disability, prolonged hospitalization and open reduction internal fixation (ORIF) surgery that included placement of metal plates, screws and support of her fractured tibia, past, present, scarring, and future lost wages, loss of earning capacity, temporary and/or permanent partial, and/or total disability, loss of past, present, and future enjoyment of life, pain and suffering, emotional and psychological distress, and other harms, losses, and damages to be proven at trial.

9.5 Plaintiff Shull has and will incur past, present, and future reasonable and necessary medical expenses including: physical and occupational therapies, and the potential for future surgeries.

9.6 Plaintiff Shull continues to require maintenance and cure as she has not yet reached maximum medical cure.

10. REQUEST FOR RELIEF

Plaintiff Shull requests judgment against Crowley and M/V Tan'erliq and each of them, jointly and severally, for:

1. Non-economic damages not less than \$100,000.00 to be proven at trial.
2. Economic damages as proven at trial;
3. Punitive damages;
4. Pre-judgment interest on damages;
5. Maintenance and cure;
6. Reasonable attorneys' fees and costs incurred herein; and,

1 7. Other such relief as the Court finds just and equitable.

2 DATED June _29th_, 2021.

3
4 By: _____ s/ Jeffery M. Campiche _____
5 Jeffery M. Campiche, WSBA No. 7592
6 Philip G. Arnold, WSBA No. 2675
7 Catarina Ferreira, WSBA No. 56291
8 CAMPICHE ARNOLD PLLC
9 Attorneys for Plaintiff Shull
10 111 Queen Anne Avenue North, Suite 510
11 Seattle, WA 98109
12 Tele: 206.281.9000
13 Facsimile: 206.281.9111
14 Email addresses:
15 jcampiche@campichearnold.com
16 parnold@campichearnold.com
17 cferreira@campichearnold.com
18 lharris@campichearnold.com
19 tlane@campichearnold.com

20 Copies of filing to:

21 Mr. Michael Barcott
22 Holmes Weddle & Barcott
23 3101 Western Ave., Suite 500
24 Seattle, WA 98101

25 Complaint copy with Waiver of Service of Summons